



TERMS AND CONDITIONS OF RENTAL AGREEMENT

Applicant desires to lease and/or purchase goods and services for equipment (including road licensed vehicles) rentals from TRINITY EQUIPMENT, INC. (hereinafter referred to as TRINITY) on an open account basis and desires in consideration of the creation of open account to be bound by the terms and conditions as contained in this agreement. Herein after the term "equipment" includes road licensed vehicles.

INDEMNIFICATION: Applicant agrees that the equipment and all persons operating such equipment are under Applicant's exclusive supervision and control and agrees to save, defend and indemnify TRINITY, its employees and agents free and harmless from any and all claims for death or injury to persons and from any and all loss for damage to property, including the rental equipment, arising in any manner out of Applicant's operation of TRINITY's equipment. Applicant's duty to indemnify hereunder will include all costs and expenses, and any and all claims resulting from the use of the equipment, including all court and/or arbitration costs, filing fees, attorney's fees and costs of settlement.

INSURANCE: Physical loss and damage to equipment is Applicant's responsibility. Applicant agrees, while the equipment is in its care, control and custody to deliver to TRINITY prior to the start of the rental period, a Certificate of Insurance to include General Liability coverage and Automobile liability coverage of \$1,000,000 per occurrence, equipment coverage for all risk physical loss in an amount equal to the replacement cost of the rented equipment, and a Loss Payable Endorsement to Trinity shall be provided and/or Hired (rented) Auto physical damage coverage limit shall be indicated on the Insurance Certificate. The certificate must name TRINITY EQUIPMENT, INC as an additional for both general Liability and Auto Liability, insured, without TRINITY being liable for the payment of any premiums. Insurance will be with companies acceptable to TRINITY and such insurance may not be canceled without 30 days written notice to TRINITY. Proper insurance certificates and endorsements in compliance with Trinity's Rented Equipment/vehicle Insurance Requirements which are incorporated as Addendum #1 (supplemental terms & Conditions for all on Road Equipment)

DAMAGE WAIVER: Loss and Damage Waiver fees will be charged unless Applicant furnishes proper evidence that Equipment is insured against physical damage by providing TRINITY with a certificate of insurance, acceptable by TRINITY, naming TRINITY as Loss Payee. Loss and Damage Waiver fee is 15% of the standard rental rate plus a deductible of \$5,000 per each incident should damage occur. Deductible Waiver and related fees are in effect until a certificate of insurance for physical damage is received by TRINITY and charges invoiced before receipt of the insurance certificate are not refundable. Deductible Waiver is not available on all equipment and for certain equipment applications. If Loss and Damage Waiver applies, TRINITY agrees to waive its right to recover from the Applicant the amount of loss or damage to the equipment up to a maximum of \$5,000, except TRINITY's rights are not waived if the loss or damage occurred under the following circumstances: (i) use or operation without TRINITY's permission or in violation of this agreement; (ii) loss or damage to tires, tubes and/or tools caused by normal work application, vandalism or malicious mischief, unless such loss or damage is coincident with other waived loss or damage; (iii) loss or damage caused by dishonesty or intentional act of Applicant or Applicant's employees; wrongful conversion by any person to whom the property is entrusted by Applicant; or disappearance, theft or conversion of the equipment NOT documented by TRINITY's prompt (within 72 hours) filing with applicable public authorities of a formal theft report; or (iv) boom damage from overloading a boom. In the event of any loss or damage, Applicant will be subrogated their rights of recovery to TRINITY's to recover against any person, firm or corporation. TRINITY will execute and deliver instruments and papers and take any action necessary to secure such rights. TRINITY will cooperate fully with Applicant or its insurers in the prosecution of those rights and will not take any action to prejudice Applicant's rights. Applicant's Damage Waiver option is as follows:

APPLICANT TO PAY LDW FEE _____ (Sign)

[or] APPLICANT TO PROVIDE OWN AUTO/LIABILITY AND PHYSICAL DAMAGE MARINE/INSURANCE _____ (Sign)

DAMAGE AND MALFUNCTION: There are no express warranties or implied warranties. The equipment covered by this agreement is in good operating condition suitable to do the work for which it is designed. TRINITY's liability is limited to repair of any defects in the equipment which TRINITY determines occurred under normal use. Should the equipment covered by this agreement be returned damaged or in excessively worn condition Applicant will pay TRINITY for all parts and labor in order to get the machine back in the original condition. The following will not be deemed reasonable wear and tear: damage resulting from lack of lubrication or maintenance of necessary oil, water, proper fuel, and air pressure levels; damage resulting from lack of normal servicing or preventive maintenance as noted in the manufacturer's operation and maintenance manual; or operating the equipment while low on any lubricant or coolant, excessive fuel pressure or dirty filters; damage resulting from collision, overturning or improper operation of the equipment, including overloading or exceeding the rated capacity of the equipment; damage in the nature of dents, bending, tearing, straining and misalignment to the equipment or any part thereof; or damage resulting from jobsite vandalism. Mechanic's time for damage repair is charged to Applicant at \$125.00 per hour, including travel time. Modification requested by Applicant will be billed at the current hourly rates. Parts and outside repairs will be invoiced at cost plus a handling charge. If Applicant does not lubricate and maintain equipment daily TRINITY will lube the machine and back charge Applicant at the rate of \$125.00 per hour, Port to Port. Grease, oil and filters will be charged per invoice. Applicant is responsible for ground engaging tools (bucket, teeth, forks, cutting edges, etc.). Equipment is furnished with ground engaging tools in a serviceable condition and must be returned in like condition or additional charges will be due. Applicant will be invoiced for replacement or repair costs for tire cuts, tears, separation, puncture and bruises and for excessive tire wear due to jobsite conditions.

DRILLING AND EXCAVATION: Applicant represents and warrants that Applicant is the sole responsible digger and Applicant accepts responsibility for supervising and directing excavation performed near any pipeline, electrical lines or other subsurface installation whether known or unknown to the Applicant. Applicant will maintain a record of all notifications by excavators and operators to the region notification center for a period of not less than three years.

RENTAL RATES: When a monthly rate is quoted, and the rental period or any part thereof is less than one month, rent shall be charged for that period at a weekly rate. If the rental period is for less than one week, rent is charged at the daily rate. Such rates shall not be discounted due to low use or inactivity, including weekend rental time. **Equipment worked in excess of the maximum permitted hours for a rental period shall be invoiced for all excess hours worked at the daily, weekly or monthly rate.** To avoid excess use charges, Applicant shall limit the duration of equipment usage to the following maximum quantities: 8 hours per day on daily rentals; 40 hours per week for weekly rentals; and 160 hours per month for monthly rentals. Rental charges will begin on the shipping date and will run consecutively through the date that equipment is returned or TRINITY is advised that the equipment is released by Applicant to TRINITY. Please note that TRINITY has GPS tracking systems on all equipment for tracking hours worked and movement of equipment.

TERMS OF PAYMENT: Full payment for all charges is due upon billing. Thirty (30) days after billing all past due accounts are subject to interest at the rate of 2% per month. If any invoice is not paid when due, or if Applicant fails to comply with any of the terms and conditions herein, TRINITY has the option to terminate this agreement and, at Applicant's expense, enter upon the premises where equipment is stored, take possession of the equipment without previous notice or demand and return it to TRINITY's premises. In the event TRINITY must file suit to collect any sums due, Applicant agrees to pay to TRINITY, in addition to all other sums, reasonable attorney's fees and costs of suit, including any expert witness fees.

MOVING EQUIPMENT: Moving equipment on and off jobsites is charged at the rates quoted. Applicant may move the equipment at his own expense. However, NO EQUIPMENT MAY BE MOVED WITHOUT PRIOR NOTICE TO TRINITY. The undersigned accepts and agrees that the terms and conditions for bare rental of equipment from TRINITY EQUIPMENT, INC will apply to any and all rentals and are made a part of each and every rental contract.

CONDITION OF RETURNED EQUIPMENT: Applicant agrees to return equipment with full fuel tank(s) or pay TRINITY for the cost of refueling tanks at Trinity Rates. There will be a \$250 cleaning fee added for equipment returned excessively dirty or with contaminated material, including concrete or asphalt. Additional fees for disposing of contaminated materials will also be added. Applicant agrees to return equipment with all fluids full with the correct type required (oil, water, hydraulic, anti-freeze or any other fluids depending on (equipment) refer to vehicle handbook for appropriate weights and types.

APPLICANT _____

TRINITY EQUIPMENT, INC.

BY _____

BY _____

TITLE _____

TITLE _____

DATE _____

DATE _____